



WILLIAM T FUJIOKA  
Chief Executive Officer

County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

*"To Enrich Lives Through Effective And Caring Service"*

Board of Supervisors  
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Fifth District

October 08, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS:  
EAST ANTELOPE VALLEY ANIMAL CARE CENTER PROJECT  
ADOPT MITIGATED NEGATIVE DECLARATION AND  
MITIGATION MONITORING AND REPORTING PROGRAM  
APPROVE PROJECT AND BUDGET  
AWARD DESIGN-BUILD CONTRACT  
AUTHORIZE LOCAL WORKER HIRING PROGRAM  
APPROVE AND ORDER PUBLICATION OF NOTICE OF INTENTION TO  
PURCHASE REAL PROPERTY AND APPROVE RELATED ACTIONS  
SPECS. 7003; CAPITAL PROJECT NO. 69570  
(FIFTH DISTRICT)  
(3 VOTES)**

**SUBJECT**

Approval of the recommended actions will adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program; approve the Project and budget; award the design-build contract; authorize a Local Worker Hiring Program; and authorize the acquisition of land for the implementation of the East Antelope Valley Animal Care Center Project in the City of Palmdale.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Consider the Mitigated Negative Declaration for the County of Los Angeles Animal Care Center Project, Palmdale, California (subsequently the East Antelope Valley Animal Care Center), together with any comments received during the public review period; find that the Mitigated Negative Declaration reflects the independent judgment and analysis of the Board; adopt the Mitigation Monitoring and Reporting Program, finding that the Mitigation Monitoring and Reporting Program is

adequately designed to ensure compliance with the mitigation measures during Project implementation, and find on the basis of the whole record before the Board that there is no substantial evidence the Project will have a significant effect on the environment; and adopt the Mitigated Negative Declaration.

2. Approve the East Antelope Valley Animal Care Center Project (also known as East Antelope Valley Animal Shelter), Capital Project No. 69570, with a total budget of \$20,100,000.

3. Find that KPRS Construction Services, Inc., is the Responsive and Responsible bidder that submitted the most advantageous and best value proposal for the East Antelope Valley Animal Care Center Project, and award a design-build contract to KPRS Construction Services, Inc., for a contract sum of \$14,874,000, contingent upon submission of acceptable performance and payment bonds, and evidence of required insurance filed by KPRS Construction Services, Inc.

4. Authorize the implementation of a Local Worker Hiring Program for the East Antelope Valley Animal Care Center Project and find that the program furthers a legitimate governmental interest for the reasons stated in this letter and in the Project files.

5. Approve the Notice of Intention to acquire a 5.94 acre parcel of unimproved real property from the City of Palmdale located on the east side of the 38500 block of Sierra Highway in the City of Palmdale for the monetary consideration of \$20,125 to implement the East Antelope Valley Animal Care Center Project.

6. Instruct the Executive Officer of the Board of Supervisors to publish the Notice of Intention in accordance with Government Code Section 6063.

7. Find that the property described in the Notice of Intention is needed for a public purpose and set the date for a Public Hearing to receive comments and consummate the proposed transaction.

IT IS FURTHER RECOMMENDED THAT, AT THE TIME OF CONSUMMATION, THE BOARD:

8. Order the purchase consummated in accordance with Government Code Section 25350. Approve and instruct the Chair of the Board to sign the Agreement for Purchase and Sale of Real Property together with the easements (Exhibit D – Common Driveway Easement and Exhibit F – Access Easement, respectively) with the seller, City of Palmdale, to acquire the subject property.

9. Authorize the Chief Executive Office to open and manage escrow, execute any required documentation necessary to complete the transfer of title to the County of Los Angeles, and accept the easements and deed conveying title to the County of Los Angeles.

10. Authorize the Auditor-Controller to issue a warrant to cover the purchase price of \$20,125 for the real property and any other required transactional costs or escrow fees, which are estimated not-to-exceed \$5,000.

11. Authorize the Chief Executive Office to dedicate a portion of the acquired property to the City of Palmdale for road right-of-way purposes to create a new public sidewalk and right turn lane along Sierra Highway in connection with the development of the East Antelope Valley Animal Care Center Project.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions will allow the County of Los Angeles (County) Department of Public Works (Public Works) to implement the new East Antelope Valley Animal Care Center (Project) in the City of Palmdale.

#### Project Background and Description

The existing Lancaster Animal Care Center is experiencing high service demands due to the increasing animal population in the north County area. Over the past several years, the Department of Animal Care and Control (Department) has been looking for possible sites on the east side of the Antelope Valley to address the increased services required by the north County communities.

The Department, Chief Executive Office (CEO), and the City of Palmdale (City) have been working to identify possible real properties for the development of a new animal care center. The City has identified City-owned property located just south of the County Palmdale Sheriff Station to develop and implement a new animal care center. The City has agreed to sell to the County approximately 5.94 acres of undeveloped property located on the east side of the 38500 block of Sierra Highway, north of Avenue Q-6.

The proposed Project will consist of approximately 25,500 square feet indoor facility, including a public entry lobby; public adoption; space for animal relinquishment, control, quarantine, and euthanasia; a veterinary and spay/neuter clinic; and staff and administration areas.

The proposed Project will also include associated site improvements, including underground utility connections to serve the facility, separate staff and public parking areas, outdoor fenced exercise yard areas for the animals; walkways; security lighting; and drought-tolerant landscape. In addition, the Project will include offsite improvements, including a new landscaped parkway and dedicated right turn lane along Sierra Highway to serve the proposed new animal care center.

#### Design-Build Contract Award

On August 23, 2012, Public Works issued a Request for Proposals (RFP) for design-build services for the proposed Project. The initial total project cost prior to the release of the RFP was estimated at \$18,000,000, which included a design-build contract cost estimate of \$13,500,000. A total of five firms submitted prequalification questionnaires in response to the RFP, and the three highest scoring prequalified proposers were invited to participate in the second part of the RFP for submission of technical and cost proposals. Based on the criteria stated in the RFP, KPRS Construction Services, Inc. (KPRS), submitted the most advantageous and best value proposal for design and construction of the proposed Project.

KPRS's base price proposal of \$14,874,000 was \$1,374,000 higher than the amount of \$13,500,000 estimated for the design-build contract amount, which includes furniture, fixtures, equipment, and low-voltage/telecommunication systems. This base price proposal is within 10 percent of the estimated design-build contract amount, and we consider it to be reasonable for the proposed Project scope of work. Based on the current market conditions, we do not anticipate receiving more favorable price proposals by readvertising the proposed Project.

As part of subsequent negotiations with KPRS, a Local Worker Hiring Program (LWHP) was added to the Project at the request of the County, which resulted in no net change to the base price proposal of \$14,874,000. Therefore, we recommend awarding the design-build contract for a contract sum of \$14,874,000 to KPRS.

## Land Acquisition

The County and the City cooperatively evaluated potential sites in the Palmdale area and selected the proposed site owned by the City for the new animal care center location. The proposed site is located on the east side of the 38500 block of Sierra Highway, north of Avenue Q-6, in the City of Palmdale, and consists of approximately 5.94 acres of unimproved land. The proposed site is adequate in size and shape to accommodate the proposed improvements, compatible with the existing surrounding land uses, and directly accessible from Sierra Highway.

The County, in coordination with the City, has completed all of the necessary due diligence activities for the property, including environmental site assessments, geotechnical studies, and title review. In addition, the County has completed the Final Mitigated Negative Declaration (MND) for the proposed Project.

The parties have agreed that consideration for this transaction shall be a one-time only cash payment of \$20,125 to the City for the County's proportional share to contribute to the City's maintenance and repair in perpetuity for use of the City's existing driveway area pursuant to the Common Driveway Easement granted by the City to the County (Exhibit D of Attachment D), which will serve as the primary public access for the new animal care center.

The City Council is scheduled to approve and execute the Agreement for Purchase and Sale of Real Property (Agreement) (Attachment D) on November 6, 2013, after the County adopts the Final MND for the proposed Project.

## Local Worker Hiring Program

According to the Factual Predicate Study prepared in 2010, the proposed Project's location is surrounded by zip codes with unemployment rates in excess of 150 percent of the average County unemployment rate. Within a five-mile radius of the proposed Project, four of the six zip codes (93534, 93536, 93550, and 93552) have an unemployment rate in excess of 150 percent of the average unemployment rate for the County. Beyond the five-mile radius, there are an additional 148 zip codes that have an unemployment rate in excess of 150 percent of the unemployment rate for the County.

Therefore, it is recommended that a LWHP be implemented for the proposed Project in the City of Palmdale with the following key elements:

- The design-builder is required to make a good-faith effort to employ qualified local workers to perform at least 30 percent of the total California craft worker hours.
- "Local residency" is defined with a two-tier system - first preference will be given to qualified workers residing within the County in zip codes within a five-mile radius of the proposed Project in the City of Palmdale; and second preference given to qualified workers residing within the County in any zip code having an unemployment rate in excess of 150 percent of unemployment rate for the County as a whole or a Bank Enterprise Award Distressed Community.

## Green Building/Sustainable Design Program

The proposed Project will comply with the County's Energy and Environmental Policy by achieving the United States Green Building Council Leadership in Energy and Environmental Design Silver

level certification by incorporating sustainable design features to optimize energy and water use efficiency, enhance the sustainability of the site, improve indoor environmental quality, and maximize the use and reuse of sustainable and local resources.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Integrated Services Delivery (Goal 3), by investing in public infrastructure that will provide improved animal care and control services for County residents.

### **FISCAL IMPACT/FINANCING**

The total proposed Project cost, including land acquisition, scoping documents, consultant services, plan check, construction, furniture and equipment, civic art, telecommunications, miscellaneous expenditures, and County services, is currently estimated at \$20,100,000. Prior to the release of the RFP, the total Project cost was estimated at \$18,000,000, which included a design-build contract cost estimate of \$13,500,000. The bid of \$14,874,000, proposed by KPRS increased the estimated total Project cost by \$2,100,000 due to an increase in the Civic Arts allocation, the change order contingency, utilities, etc.

The construction cost of \$16,916,000 includes the recommended design-build contract with KPRS for \$14,874,000, a change order contingency fund of \$1,487,400, and \$554,600 for other construction items, such as civic art, telecommunication equipment, and other fees. The monetary compensation for the unimproved land is \$20,125, and approximately \$5,000 for the related title, escrow, and other related transactional costs necessary to consummate the transaction. Sufficient appropriation and financing will be included in Fiscal Year (FY) 2013 14 Supplemental Resolution. The Project Schedule and Budget Summary are detailed in Attachment A.

The proposed Project will be funded by \$1,090,000 Vehicle License Fees and \$19,010,000 tax-exempt commercial paper, which will be ultimately financed through the issuance of long-term bonds. The par amount of each bond type to be issued will be based on market conditions and discussions with the Treasurer and Tax Collector and presented to the Board for approval prior to implementation of the financing.

In order for the Department to retain the current scope of the proposed Project, the Department's Operating Budget will contribute 10 percent per year towards the annual payment of the long-term bonds, not to exceed \$336,000 per year, due to the savings from the Department's completion of the repayment of Asset Development Improvement Fund loan in FY 2014-15.

### **Operating Budget**

Following completion of the proposed Project, the Department will work with the CEO to determine the appropriate level of associated maintenance and operational costs for the new indoor animal care center and will request funding as required.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to the Board's Civic Art Policy adopted on December 7, 2004, and amended on December 15, 2009, the proposed Project budget includes one percent of design and construction costs to be allocated to the Civic Art Fund.

Carde Ten Architects was contracted by the County to provide programming services, preparation of scoping documents, and design-build support services for the proposed Project. As part of the design-build support services, Carde Ten Architects assisted the County in the evaluation of the technical and cost proposals submitted by the prospective design-build firms, and will assist the County in reviewing the selected design builder's design and construction documents for conformance with the scoping documents.

Pursuant to Government Code Section 25350, the Notice of Intention (Attachment C) will be published in accordance with Government Code Section 6063 for the intended action to purchase real property, and a Public Hearing will be held for the Board to receive comments prior to consummating the acquisition.

Public Works, in accordance with Title 7, Division 1, Chapter 3, Article 7, Section 65402(b) of the Government Code; and notice under Title 22, Section 22.36.10 of the Los Angeles County Code as required for public agencies when acquiring real property interests for public purposes, has provided notification to the City's Planning Commission of the County's intent to acquire the real property. The City acknowledged that the subject parcel would be considered within public facility land use designation and in conformance with the City's General Plan.

A preliminary title report has been issued and reveals no claims or encumbrances, which would significantly affect or impair the subject property's title. Additionally, as required by Government Code Section 65402, the proposed acquisition was submitted to the City's Planning Commission for review and they have determined that the proposed Project is in accordance with the adopted land uses and design parameters permitted by the City. County Counsel has reviewed the Notice of Intention (Attachment C) and Purchase and Sale Agreement (Attachment D) in connection with this transaction and has approved them as to form.

The Agreement includes a clause that both the City and County agree to dedicate portions of their respective properties for road right-of-way purposes in order to create a new public sidewalk and right turn lane along Sierra Highway in connection with the County's development of the new animal care center.

## **ENVIRONMENTAL DOCUMENTATION**

An Initial Study for the County of Los Angeles Animal Care Center, Palmdale, CA Project (subsequently East Antelope Valley Animal Shelter) was prepared in compliance with the California Environmental Quality Act (CEQA). The Initial Study identified potentially significant effects of the proposed Project on cultural resources; geology and soils; and hazards and hazardous materials. However, prior to the release of the proposed MND and Initial Study for public review, revisions to the proposed Project were made or agreed to, which would avoid these effects or mitigate them to a point where clearly no significant effects would occur as follows:

- **Cultural Resources:** In the event that archeological materials or subsurface deposits are exposed during ground disturbance, findings shall be evaluated by a qualified archaeologist in accordance with existing law and appropriate treatment measures implemented; and in the event that human remains are encountered during Project construction, the Department of Medical Examiner-Coroner shall be immediately contacted to determine whether or not investigation of the cause of death is required and to determine procedures for handling of remains in accordance with existing law.

- **Geology and Soils:** Design and construct the proposed Project in accordance with the Project-specific geotechnical requirements and recommendations included in the Final MND.
- **Hazards and Hazardous Materials:** In the event that soil contamination is encountered during earthwork activities, all contaminated soil handling and removal will be required to adhere to a soil management plan prepared and approved by the County. The soil management plan will specify procedures for the proper handling and disposal of contaminated soil in accordance with all applicable local and State regulations.

The Initial Study and proposed Project revisions showed that there is no substantial evidence, in light of the whole record before the County, that the proposed Project as revised may have a significant effect on the environment. Based on the Initial Study and proposed Project revisions, an MND was prepared for the proposed Project. The proposed Mitigation Monitoring and Reporting Program (Section 6 of Attachment B) was prepared to ensure compliance with the environmental mitigation measures included as part of the final MND (Attachment B) relative to these areas during Project implementation. There has been no substantial revision of the MND since public circulation that would result in a new avoidable significant effect and previously proposed mitigation measures and Project revisions will ensure that all significant environmental effects are reduced to below the level of significance.

Public Notice was published in the Antelope Valley Press on April 25, 2013, pursuant to Public Resources Code Section 21092 and posted pursuant to Section 21092.3. During the 30-day comment period, which started on April 25, 2013, and ended on May 24, 2013, no comments were received from members of the public. Comment letters were received from the following three public agencies: Antelope Valley Air Quality Management District; the City of Palmdale; and the State of California, Governor's Office of Planning and Research. All comments received, as well as responses to the comments, are contained in the final MND (Section 7 of Attachment B) and have been sent to the commenting public agencies pursuant to Section 21092.5 of the Public Resources Code.

The location of the documents and other materials constituting the record of the proceedings upon, which the Board's decision is based in this manner is the County Public Works, Project Management Division I, 900 South Fremont Avenue, 5th Floor, Alhambra, California 91803. The custodian of such documents and materials is Jason Kim, Project Manager, Public Works.

The proposed Project is not exempt from payment of a fee to the California Department of Fish and Wildlife pursuant to Section 711.4 of the Fish and Game Code to defray the costs of fish and wildlife protection and management incurred by the California Department of Fish and Wildlife. Upon the Board's adoption of the MND, Public Works will file a Notice of Determination in accordance with Section 21152(a) of the California Public Resources Code and pay the required filing and processing fees with the Registrar-Recorder/County Clerk in the amount of \$2,231.25.

## **CONTRACTING PROCESS**

On August 23, 2012, Public Works issued the RFP for design-build services, including the standardized prequalification questionnaire, while the scoping documents were being prepared. This contract opportunity was listed in the County's "Doing Business with Us" website. The first part of the RFP required prospective design-build firms to submit responses to the standardized prequalification questionnaire. On October 4, 2012, five firms submitted prequalification questionnaires. Additionally, the RFP specified that the three highest scoring prequalified proposers

would be short-listed and invited to participate in the second part of the RFP for submission of technical and cost proposals. The three short-listed firms were KPRS, Mallcraft, Inc., and Sinanian Development, Inc.

On March 14, 2013, Public Works requested technical and cost proposals from the three short-listed prequalified firms and on May 23, 2013, technical and cost proposals were received. On June 18, 2013, the proposals were evaluated and ranked based on technical design and construction expertise, design-build team personnel and organization, proposed delivery plan and schedule, price, life cycle costs, skilled labor force availability, and acceptable safety record. The evaluation was completed without regard to race, creed, color, or gender. The KPRS proposal received the highest score and was determined to be the best value in accordance with the provisions of the RFP. A scoring summary of the proposals is included in Attachment E.

A standard design-build contract, in a form previously approved by County Counsel, will be used. The contract will contain terms and conditions supporting the Board's ordinances, policies, and programs, including, but not limited to, County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees regarding the Federal Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination and renegotiation.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will have no impact on current animal care and control services. The residents of the Antelope Valley will continue to be served by the existing Lancaster Animal Care Center during design and construction of the proposed Project.

### **CONCLUSION**

Please return all three submitted original copies of the signed Agreement for forwarding to the City for its signature and one adopted copy of this Board letter to the Chief Executive Office, Facilities and Asset Management Division. Also, please forward additional adopted copies of the Board letter to the Department of Animal Care and Control and the Department of Public Works, Project Management Division I. Once the City's signature has been obtained, a fully executed original copy of the Agreement will be returned to your office.



The Honorable Board of Supervisors

10/8/2013

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a long horizontal line extending to the right.

WILLIAM T FUJIOKA

Chief Executive Officer

WTF:SHK:DJT

DKM:CF:zu

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Animal Care and Control  
Arts Commission  
Public Works

## **ATTACHMENT A**

**DEPARTMENT OF PUBLIC WORKS:  
EAST ANTELOPE VALLEY ANIMAL CARE CENTER PROJECT  
ADOPT MITIGATED NEGATIVE DECLARATION AND  
MITIGATION MONITORING AND REPORTING PROGRAM  
APPROVE PROJECT AND BUDGET  
AWARD DESIGN-BUILD CONTRACT  
AUTHORIZE LOCAL WORKER HIRING PROGRAM  
APPROVE AND ORDER PUBLICATION OF NOTICE OF INTENTION TO  
PURCHASE REAL PROPERTY AND APPROVE RELATED ACTIONS  
SPECS. 7003; CAPITAL PROJECT NO. 69570**

### **I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Scoping Document Contract Award	05/23/2011*
Prequalify Design-Builders	03/14/2013*
Award Design-Build Contract	10/08/2013
Construction Documents	07/17/2014
Jurisdictional Approvals	10/15/2014
Construction Start	10/20/2014
Substantial Completion	04/07/2016
Final Acceptance	06/06/2016
Grand Opening	07/07/2016

\* Actual completion date.

## II. PROJECT BUDGET SUMMARY

Budget Category	Initial Project Budget	Proposed Project Budget
Land Acquisition	\$ 0	\$ 30,000
Construction		
Design-Build Contract	\$ 13,500,000	\$ 14,874,000
Job Order Contract	0	0
Change Order Contingency	1,350,000	1,487,400
Departmental Crafts	0	0
Youth Employment	0	0
Construction Consultants	0	0
Misc. Expense: Utility Relocation Fees	0	0
Telecommunication Equip-Affixed to Building	100,000	154,600
Civic Arts	139,000	150,000
Other: Utility Connection Fees	100,000	100,000
Other: City Developer Fees	0	150,000
Subtotal	\$ 15,189,000	\$ 16,916,000
Programming/Development	\$ 150,000	\$ 150,000
Plans and Specifications (Scoping Documents)	\$ 187,000	\$ 187,000
Plan Check and Jurisdictional Review	\$ 100,000	\$ 100,000
Consultant Services		
Site Planning (Phase I & II Site Assessment)	\$ 126,000	\$ 126,000
Hazardous Materials	0	0
Geotech/Soils Report and Soils Testing	0	0
Materials Testing and Deputy Inspection	260,000	260,000
Cost Estimating	0	0
Topographic Surveys	40,000	40,000
Construction Management	0	0
Design-Build Support Services	0	205,000
Constructability Review	25,000	25,000
Geotechnical Survey	30,000	14,000
Environmental Documents (MND)	140,000	125,000
Move Management	0	0
Equipment Planning	0	0
Legal	0	0
Construction/Change Order	0	0
Other: (Building Commissioning)	30,000	30,000
Subtotal	\$ 651,000	\$ 825,000
Furniture, Fixtures, and Equipment *	\$ 0	\$ 0
Miscellaneous Expenditures	\$ 15,000	\$ 15,000
County Services		
Code Compliance and Quality Control	\$ 515,000	\$ 515,000
Inspection		
Design Review	35,000	35,000
Design Services	0	0
Contract Administration	138,000	138,000
Project Management	649,000	778,000
Project Management Support Services	37,000	37,000
ISD JOC Management	0	0
DPW JOC Management	0	0
ISD ITS Communications	67,000	67,000
Project Security	0	0
Countywide Contract Compliance Section	32,000	32,000
County Counsel	0	0
Other: Labor Compliance	0	40,000
Other: Project Technical Support	120,000	120,000
Other: Consultant Contract Recovery	95,000	95,000
Other: DPW Support Divisions	20,000	20,000
Subtotal	\$ 1,708,000	\$ 1,877,000
<b>Total</b>	<b>\$ 18,000,000</b>	<b>\$ 20,100,000</b>

\* Included in the design-build contract

**ATTACHMENT B**

**DEPARTMENT OF PUBLIC WORKS:  
EAST ANTELOPE VALLEY ANIMAL CARE CENTER PROJECT  
ADOPT MITIGATED NEGATIVE DECLARATION AND  
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**MITIGATED NEGATIVE DECLARATION  
(SEE ATTACHMENT)**

**ATTACHMENT C**

**DEPARTMENT OF PUBLIC WORKS:  
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**NOTICE OF INTENTION  
TO PURCHASE REAL PROPERTY  
(SEE ATTACHMENT)**

**NOTICE OF INTENTION**  
**TO PURCHASE REAL PROPERTY**

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California to purchase approximately 5.94 acres of undeveloped land (the "Real Property") located on the east side of the 38500 block of Sierra Highway, north of Avenue Q-6, in the City of Palmdale, County of Los Angeles, State of California for the sum of Twenty Thousand One Hundred Twenty Five Dollars (\$20,125) from the fee simple owner, City of Palmdale (the "Seller"). It is the intent of the County to develop the Real Property with a new approximately 25,500 square feet indoor animal care center and associated site improvements to provide improved animal care and control services for the Antelope Valley. Due to space limitations in this notice, a complete legal description of the property being acquired by the County is available at the Chief Executive Office Real Estate Division at 222 S. Hill Street, 3rd Floor, Los Angeles, California, 90012.


NOTICE IS HEREBY GIVEN that the purchase of the Real Property will be consummated by the Board of Supervisors of the County of Los Angeles, State of California, on the \_\_\_\_ day of \_\_\_\_\_, 2013, at 9:30 a.m. in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. No obligation will arise against the County and in favor of the Seller with respect to the purchase of the Real Property described herein until the Board of Supervisors approves the purchase on the named consummation date.

SACHI A. HAMAI, Executive Officer  
Board of Supervisors, County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By   
Deputy

**ATTACHMENT D**

**DEPARTMENT OF PUBLIC WORKS:  
EAST ANTELOPE VALLEY ANIMAL CARE CENTER PROJECT  
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SPECS. 7003; CAPITAL PROJECT NO. 69570  
  
PURCHASE AND SALE AGREEMENT  
(SEE ATTACHMENT)**

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

**THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY** ("Agreement"), is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Seller, **CITY OF PALMDALE** ("City"), and Buyer, **COUNTY OF LOS ANGELES**, a body politic and corporate ("County"), for acquisition by County of certain real property described below.

### RECITALS

- A. City is the owner of certain real property located northeast of the junction of Sierra Highway and Avenue Q-6, on the east side of the 38500 block of Sierra Highway in the City of Palmdale, County of Los Angeles, State of California, as depicted in Exhibit A, site map, and described in Exhibit B, legal description, both attached hereto and incorporated herein by this reference ("Property").
- B. The Property is comprised of approximately 5.94 acres of unimproved land, together with the existing appurtenant parking, all easements and interests appurtenant thereto, and all intangible property owned or held in connection with the Property, including without limitation, development rights, governmental approvals and land entitlements.
- C. County desires to acquire the Property for the initial purpose of constructing an animal care facility and City desires to convey the Property in accordance with the terms and conditions contained herein.

### AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

- 1. Purchase and Sale. City agrees to sell to County, and County agrees to purchase from City, upon the terms and for the consideration set forth in this Agreement, the fee simple absolute interest in the Property.
- 2. Consideration. In consideration for City conveying the Property to County, County covenants to construct and operate an animal care facility within five (5) years from completion of the conveyance. As additional consideration, County shall make payment to City for the total sum of Twenty Thousand One Hundred Twenty-Five Dollars (\$20,125.00) (Cash Payment). The Cash Payment shall be a one-time-only payment to the City as County's proportional share to contribute to City's maintenance and repair, in perpetuity, of the existing common driveway area that provides ingress and egress from Sierra Highway to the Property as indicated in the Common Driveway Easement (attached hereto as Exhibit D).



The consideration recited hereinabove shall constitute payment in full, and City hereby waives and releases County from any and all claims for further compensation, expenses and/or damages, arising from or connected with County's acquisition of the Property or its use, maintenance, and repair of the common driveway area.

3. Cash Payment. County shall pay the Cash Payment by delivering the Cash Payment into Escrow (as defined in Section 7) in immediately available funds prior to the Closing (as defined in Section 9), and as otherwise provided for in this Agreement.
4. Form of Grant Deed. Fee simple absolute title to the Property shall be conveyed by City to County as described in and by the grant deed attached hereto as Exhibit C ("Grant Deed"), duly executed and acknowledged by City, subject only to matters of record approved in writing by County pursuant to paragraph 5.02 below.
5. Contingencies. Completion of the transaction contemplated by this Agreement is contingent upon the following ("Contingencies"):

5.01 Approval of Purchase and Sale.

- 5.02.01 Approval of this Agreement by the County Board of Supervisors;
- 5.02.02 The County Board of Supervisors adopting a Notice of Intention to Purchase the Property; and
- 5.02.03 The County Board of Supervisors approving the purchase of the Property.

5.02 Condition of Title to Transfer Property. City shall cause the conveyance of title to the Property to County as evidenced by a C.L.T.A. Standard Policy of Title Insurance ("Title Policy"), to be purchased by County at its own cost and issued by Commonwealth Land Title Company (the "Title Company") insuring good and marketable title to the Property in County in an amount equal to the appraised value of the Property and subject only to matters approved in writing by County ("Approved Exceptions"). County may also, at its own cost, obtain extended title insurance coverage. The Title Policy shall show as exceptions only the Approved Exceptions. The exceptions to title shown on Schedule B of the issued Title Report and Title Company's standard printed exceptions shall be deemed to be the Approved Exceptions.

5.03 Refurbishment of City's ADA Parking Stalls. At County's sole cost and expense, County shall refurbish the ADA parking stalls, which are located outside the Property's southeast boundary and which service City's roller hockey rinks, to meet current building code requirements, including new asphalt paving, striping, signage, and wheel stops.

- 5.04 Dedication or Set-Aside for Road Right of Way. Both City and County agree to dedicate, or set aside to the other party as necessary, portions of their respective properties for road right-of-way purposes in order to create a new public sidewalk and right turn lane along Sierra Highway in connection with County's development project.
6. Non-Satisfaction of Contingencies. Upon non-satisfaction of any one of the above Contingencies, by mutual written agreement, the parties may extend the period within which a party is required to cure a non-satisfaction. Alternatively, either party may elect to terminate the transaction by providing termination notice to the other party. If the Agreement is terminated as set forth herein, neither of the parties shall have any liability to the other thereafter, except as expressly provided for in this Agreement.
7. Escrow.
- 7.01 Opening of Escrow. No later than ten (10) business days after the execution of this Agreement by all parties, the parties shall open an escrow ("Escrow") with Commonwealth Land Title Company, 888 S. Figueroa St., Suite 2100, Los Angeles, CA 90017 ("Escrow Holder"), as mutually selected by City and County for the purpose of consummating the purchase and sale of the Property. The parties shall execute and deliver to Escrow Holder, within ten (10) business days of receipt, such escrow instructions prepared by Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree otherwise in writing.
- 7.02 Escrow Authorization. Escrow Holder is authorized to:
- 7.02.01 Pay, and charge City, for any delinquent taxes, and penalties and interest thereon, and for any delinquent assessments or bonds against the Property,
- 7.02.02 County shall be responsible for title insurance costs, documentary transfer tax, and recording fees;
- 7.02.03 Pay, and charge County for the amount of all escrow fees;
- 7.02.04 When conditions of Escrow have been fulfilled by County and City: (1) record documents of conveyance; (2) disburse the Cash Payment to City, less proration and City's expenses; (3) deliver to County and City copies of the Escrow closing statements; and (4) deliver to County and City any items or documents given to Escrow Holder to hold for County and/or City.

8. Conditions to Closing.

8.01 County's Conditions. County's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) City's delivery of the Grant Deed to Escrow Holder and the recordation thereof in the County of Los Angeles Registrar-Recorder/County Clerk's official records; (ii) City's representations, warranties and covenants shall be true and correct as of Closing; and (iii) Title Company's irrevocable commitment to issue the Title Policy. Upon non-satisfaction of any one of the above conditions, County may either allow City an opportunity to cure or terminate the transaction by written notice to City of such termination. If this transaction is terminated as set forth herein, neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement. If County does not object to City's non-satisfaction of said conditions, they shall be deemed satisfied as of the Closing.

8.02 City's Conditions. City's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) County's deposit of the Cash Payment into Escrow no later than fifteen (15) business days before the closing of Escrow; (ii) that the Closing shall occur as set forth in Section 9. After non-satisfaction by County of one of the above conditions, City may either waive the time limitation set forth therein or terminate the transaction by written notice to County of such termination. If this transaction is terminated as set forth herein, neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement. If City does not object to County's non-satisfaction of said conditions, they shall be deemed satisfied as of the Closing.

9. Closing. For the purposes of this Agreement, the "Closing" or "Closing Date" shall be defined as the date on which the recordation of the Grant Deed in the Official Records occurs. The Closing shall occur no later than fifteen (15) business days after the date of the Board of Supervisors' order consummating the purchase contemplated hereby. The parties may agree in writing to extensions of the Closing if such extensions appear to either party to be necessary. If the Closing does not occur within a reasonable period of time or by any date agreed to by the parties in writing, either party, who is not then in default, may cancel this Agreement by delivering written notice of such cancellation to the other party and to Escrow Holder before Closing occurs.

If the Closing does not occur as indicated above, neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement.

10. Grant of Easements. The parties acknowledge and agree that title to the Property will be conveyed subject to the easements to be granted by the parties as described below.

- 10.01 Grant of Common Driveway Easement from City to County. City will grant to County, and County will accept, a common driveway easement as described and in the form of Exhibit D, attached hereto (Common Driveway Easement), duly executed and acknowledged by City, which shall be recorded upon consummation of the conveyance.
- 10.02 Grant of Landscape Easements from City to County. City will grant to County, and County will accept a landscape easement, as described and in the form of Exhibit E attached hereto (Landscape Easement), duly executed and acknowledged by City, both which shall be recorded upon consummation of the conveyance.
- 10.03 Grant of Access Easement from County to City. County will grant to City, and City will accept, an access easement as described and in the form of Exhibit F attached hereto (Access Easement), duly executed and acknowledged by County, which shall be recorded upon consummation of the conveyance.
11. Loss by Fire or Other Casualty. City shall maintain fire and casualty insurance on the Property in full force until the Closing Date. In the event that, prior to Closing, the Property or any part thereof, is destroyed or damaged, and the cost of repair or cure is \$10,000 or less, as reasonably determined by City, City shall repair or cure the loss to the reasonable satisfaction of County prior to Closing. If the cost of repair or cure is more than \$10,000, County shall have the right, exercisable by giving notice of such decision to City within fifteen (15) days after receiving written notice of such damage or destruction, to terminate this Agreement. If County elects to move forward with the sales transaction, said sales transaction shall close and any proceeds of insurance paid or payable to City by reason of such damage or destruction shall be paid or assigned to County.
12. Maintenance of the Property. During the period between the City's execution of this Agreement and the Closing, City shall maintain the Property as presently maintained.
13. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by US Postal Service Express Mail or Federal Express to the following address:

To County:

County of Los Angeles  
Chief Executive Office, Real Estate Division  
222 South Hill Street, 3rd Floor  
Los Angeles, California 90012  
Attn: Christopher M. Montana  
Acting Director of Real Estate Division

To City:

City of Palmdale  
38300 Sierra Highway, Ste. A  
Palmdale, California 93550  
Attn: Dave Childs, City Manager

Notice shall be deemed given on the day delivered by a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this Section.

14. Brokers. City represents and warrants to County, and County represents and warrants to City, that no broker or finder has been engaged by it in connection with the transaction contemplated by this Agreement. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Agreement, County shall indemnify, hold harmless and defend City, from and against such claims if they are based upon or are alleged to be based upon any statement, representation or agreement by County, and City shall indemnify, hold harmless and defend County from and against such claims if they are based upon or are alleged to be based upon any statement, representation or agreement by City.
15. City's Representations and Warranties. In consideration of County entering into this Agreement and as an inducement to County to purchase the Property, City makes the following representations and warranties, each of which is material and is being relied upon by County, the truth and accuracy of which shall constitute a condition precedent to County's obligations hereunder. Each of the following representations and warranties shall be deemed to have been re-made as of the Closing.
  - 15.01 Power. City has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.
  - 15.02 Requisite Action. All requisite action has been taken by City in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for City to consummate this transaction.
  - 15.03 Individual Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms and conditions hereof and thereof.

- 15.04 Validity. This Agreement and all documents required hereby to be executed by City are and shall be valid, legally binding obligations of and enforceable against City in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.
- 15.05 Violations. City has no present actual knowledge of any outstanding and uncured, written notice or citation from applicable governmental authorities of violation of any applicable codes, environmental zoning and land use laws, subdivision laws, and other applicable federal, state and local laws, regulations and ordinances, including, but not limited to, those relating to environmental conditions, hazardous materials or wastes, toxic materials or wastes or other similar materials or wastes regarding the Property.
- 15.06 Litigation. City has no present actual knowledge of any litigation pending or threatened against City on any basis therefor that arises out of the ownership of the Property or that might detrimentally affect the Property or adversely affect the ability of City to perform its obligations under this Agreement.
16. County's Representations and Warranties. In consideration of City entering into this Agreement and as an inducement to City to sell the Property, County makes the following representations and warranties, each of which is material and is being relied upon by City, the truth and accuracy of which shall constitute a condition precedent to City's obligations hereunder. Each of the following representations and warranties shall be deemed to have been re-made as of the Closing.
- 16.01 Power. County has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.
- 16.02 Requisite Action. All requisite action has been taken by County in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for County to consummate this transaction.
- 16.03 Individual Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of County have the legal power, right and actual authority to bind County to the terms and conditions hereof and thereof.

- 16.04 Validity. This Agreement and all documents required hereby to be executed by County are and shall be valid, legally binding obligations of and enforceable against County in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.
17. Inspection of the Site.
- 17.01 Access. City agrees to provide County and/or County's employees, representatives and agents with access to the Property, upon reasonable notice, to conduct any inspections County deems appropriate at any time prior to the Closing.
- 17.02 Testing. County shall not engage in any destructive, intrusive, or invasive testing during any inspection of the Property, without the prior written consent of City, which consent shall not unreasonably be withheld.
18. Condition of Property. AS IS: (i) With the exception of Section 15 hereof, there are no representations or warranties of any kind whatsoever, express or implied, made by City in connection with this Agreement, the purchase of the Property by County, the physical condition of the Property or whether the Property complies with applicable laws or is appropriate for County's intended use; (ii) County has (or has chosen not to have) investigated the Property and all matters pertaining thereto including, without limitation, the environmental condition of the Property; (iii) County is not relying on any statement or representation of City, its agents or its representatives except for the express representations and warranties set forth in Section 15 hereof; (iv) County, in entering into this Agreement and in completing its purchase of the Property, is relying on its own investigation of the Property (except for the express representations and warranties set forth in Section 15 hereof) and based on its knowledge of real property in the areas where the Property is located; (v) County is aware of all zoning regulations, other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Property; (vi) County's decision to purchase the Property on the terms and conditions hereof is made solely and exclusively in reliance on County's own review, inspection and investigation of the Property except for the express representations and warranties set forth in Section 15 hereof; and (vii) County shall purchase the Property in its "as is" condition as of the date of the Closing Date.
19. Indemnity. City shall defend, indemnify, and hold County and its elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) related to or arising in whole or in part from the removal, eviction, vacation, or relocation of any occupant(s) of the Property, residing on the Property at any time prior to the Closing.

20. Survival of Covenants. The covenants, indemnities, agreements, representations and warranties made herein are intended to survive, for a period of one year, the Closing and recordation and delivery of the Grant Deed conveying the Property to County.
21. Required Actions of County and City. County and City agree to execute all such instruments and documents, and to take all actions pursuant to the provisions hereof, in order to complete this transaction and shall use their best efforts to effect the Closing in accordance with the provisions hereof.
22. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both City and County.
23. California Law. This Agreement shall be construed in accordance with the internal laws of the State of California.
24. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
25. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.
26. Interpretation. Unless the context of this Agreement clearly requires otherwise, (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
27. Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
28. Delegation of Authority. The Los Angeles County Board of Supervisors on behalf of County hereby delegates to its Chief Executive Officer or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all instruments necessary to consummate or complete this transaction.
29. Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.



30. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
31. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

/   /   /   /   SIGNATURE PAGE FOLLOWS   /   /   /   /

**IN WITNESS WHEREOF**, CITY OF PALMDALE has executed this Agreement or caused it to be duly executed and this Agreement has been executed by the Chairman of the Los Angeles County Board of Supervisors on the day, month, and year first above written.

**CITY OF PALMDALE:**

**COUNTY OF LOS ANGELES:**  
a body politic and corporate

By: \_\_\_\_\_  
James C. Ledford, Jr., Mayor

By: \_\_\_\_\_  
Chairman, Board of Supervisors

**ATTEST:**

**ATTEST:**

SACHI A. HAMAI, Executive Officer  
Board of Supervisors

By: \_\_\_\_\_  
Rebecca J. Smith, City Clerk

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

JOHN F. KRATTLI  
County Counsel

By: \_\_\_\_\_  
Wm. Matthew Ditzhazy  
City Attorney

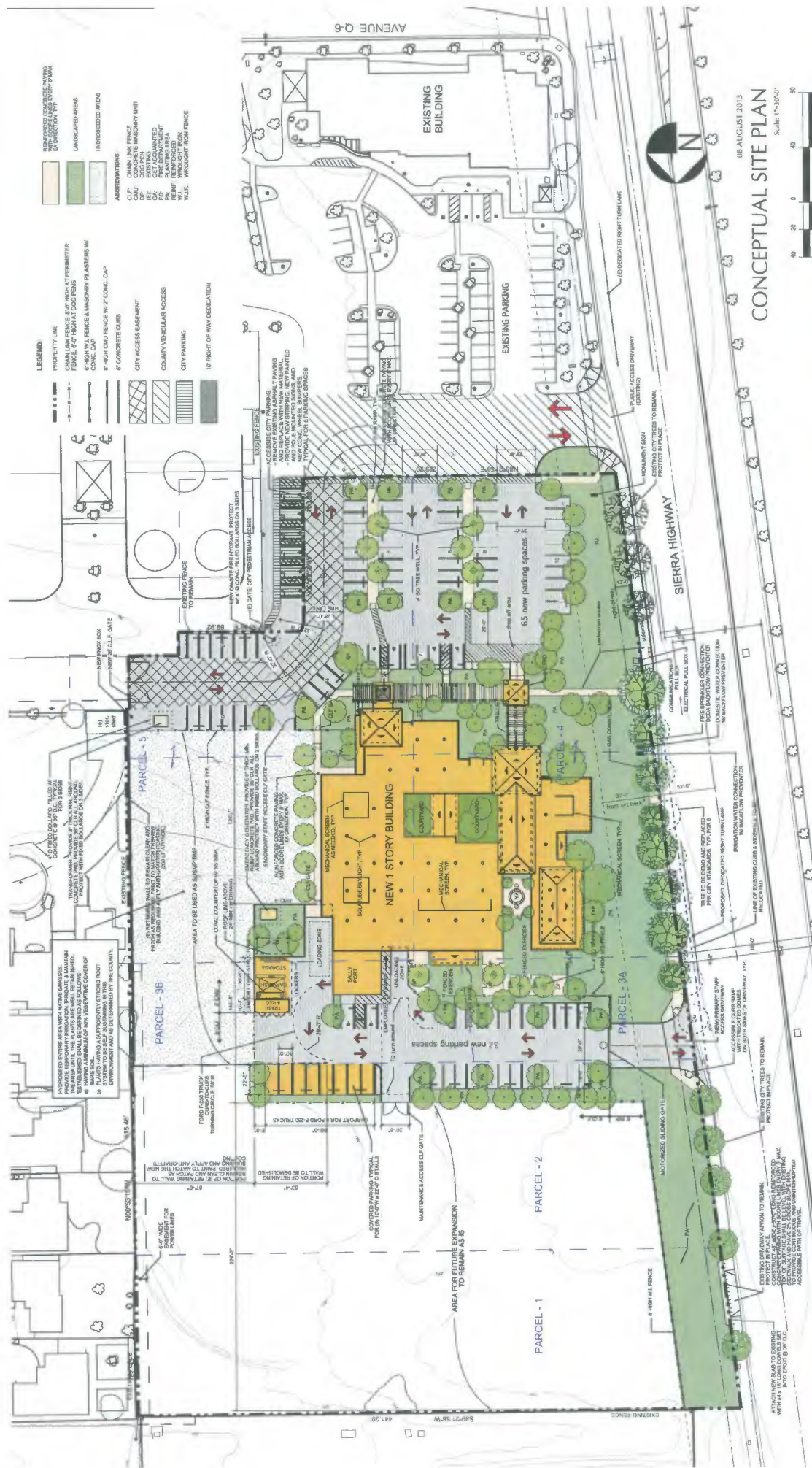
By:  \_\_\_\_\_  
Deputy

## **LIST OF EXHIBITS**

- A. SITE MAP
- B. LEGAL DESCRIPTION FEE PARCEL
- C. GRANT DEED
- D. COMMON DRIVEWAY EASEMENT
- E. LANDSCAPE EASEMENT
- F. ACCESS EASEMENT

## EXHIBIT A

### SITE MAP



**EXHIBIT B**

**LEGAL DESCRIPTION FEE PARCEL**



## EXHIBIT A

Being all of Block 12 and a portion of Block 13 of the Town and Suburbs of Palmdale, in the City of Palmdale, County of Los Angeles, State of California, as per map recorded in Book 52, Pages 55 and 56 of Miscellaneous Records, in the Office of the County Recorder of said County described in its entirety as follows:

Beginning at the intersection of the Westerly line of said Block 13, with a line that is parallel with and distant Northerly at right angles, 309.50 feet, from the North line of Avenue Q-6, formerly Walnut Street, 80 feet wide, as shown on said map;

Thence North  $89^{\circ}21'59''$  East along said parallel line, a distance of 229.20 feet;

Thence North  $0^{\circ}02'59''$  West, a distance of 103.39 feet to the beginning of a tangent curve, concave easterly and having a radius of 18.00 feet;

Thence northerly along said curve, through a central angle of  $28^{\circ}52'29''$  an arc length of 9.07 feet;

Thence non-tangent to last said curve, North  $89^{\circ}55'36''$  East, a distance of 89.92 feet;

Thence North  $0^{\circ}53'15''$  West, a distance of 17.13 feet;

Thence North  $89^{\circ}21'59''$  East, a distance of 36.32 feet;

Thence North  $0^{\circ}53'15''$  West, a distance of 38.80 feet;

Thence North  $89^{\circ}06'45''$  East, a distance of 3.00 feet to the easterly line of said Block 13;

Thence North  $0^{\circ}53'15''$  West along said easterly line, and along the easterly line of said Block 12, a distance of 515.46 feet to the northeasterly corner of said Block 12;

Thence South  $89^{\circ}21'56''$  West along the northerly line thereof, a distance of 441.39 feet to the northwesterly corner of said Block 12;

Thence South  $7^{\circ}29'32''$  East along the westerly line of said Block 12 and the westerly line of said Block 13, a distance of 687.48 feet to the point of beginning.

Containing 5.940 acres, more or less.

Subject to easements, covenants, conditions, and restrictions of record, if any.

As shown on Exhibit A-1, attached hereto and by this reference made a part hereof.

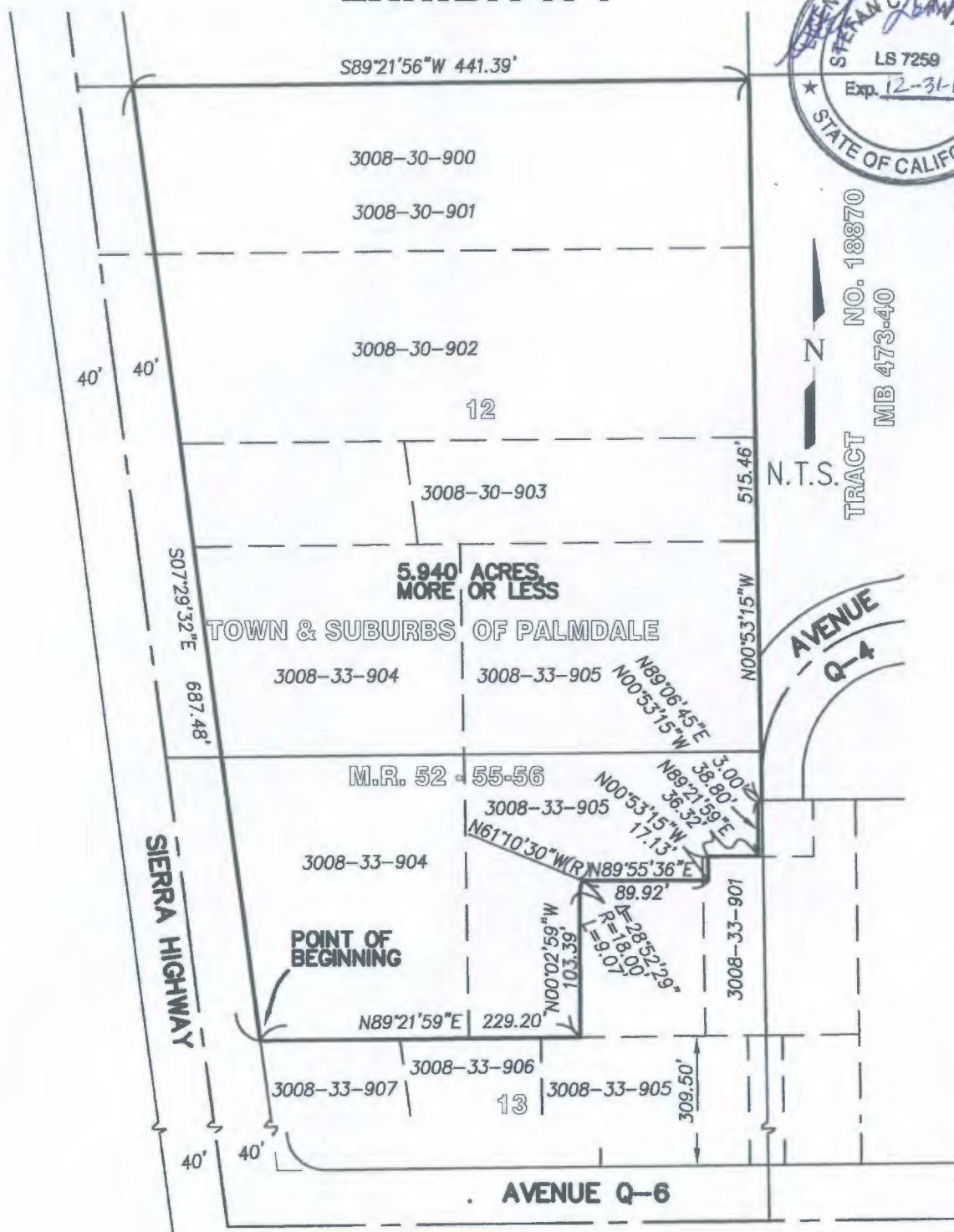
Prepared by me or under my supervision.

Stefan C. Lanthier 8-7-13  
Stefan C. Lanthier, PLS 7259 date  
Expiration 12-31-2014





# EXHIBIT A-1



Cornerstone Land Surveying Inc.  
Civil • Surveying • Planning  
958 Temescal Circle  
CORONA, CA 92679  
PH 951-736-0200 FAX 951-736-0300

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LOS ANGELES COUNTY AREA

PALMDALE, CALIFORNIA

SHEET 1 OF 1 SHEET

DATE: 08-19-13

JN 180-8



Parcel name: County Area

North: 8452.5557      East : 10626.0588  
Line Course: N 00-53-15 W Length: 515.46  
North: 8967.9539      East : 10618.0748  
Line Course: S 89-21-56 W Length: 441.39  
North: 8963.0664      East : 10176.7118  
Line Course: S 07-29-32 E Length: 687.48  
North: 8281.4557      East : 10266.3534  
Line Course: N 89-21-59 E Length: 229.20  
North: 8283.9903      East : 10495.5394  
Line Course: N 00-02-59 W Length: 103.39  
North: 8387.3803      East : 10495.4497  
Curve Length: 9.07      Radius: 18.00  
Delta: 28-52-29      Tangent: 4.63  
Chord: 8.98      Course: N 14-23-16 E  
Course In: N 89-57-01 E      Course Out: N 61-10-30 W  
RP North: 8387.3959      East : 10513.4497  
End North: 8396.0743      East : 10497.6800  
Line Course: N 89-55-36 E Length: 89.92  
North: 8396.1894      East : 10587.5999  
Line Course: N 00-53-15 W Length: 17.13  
North: 8413.3174      East : 10587.3346  
Line Course: N 89-21-59 E Length: 36.32  
North: 8413.7190      East : 10623.6523  
Line Course: N 00-53-15 W Length: 38.80  
North: 8452.5143      East : 10623.0514  
Line Course: N 89-06-45 E Length: 3.00  
North: 8452.5608      East : 10626.0510

Perimeter: 2171.15      Area: 258,754 sq.ft. 5.94 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0093      Course: N 56-53-36 W

Error North: 0.00510      East : -0.00782

Precision 1: 233,458.06

**EXHIBIT C**

**GRANT DEED**

## GRANT DEED

**RECORDING REQUESTED BY  
COUNTY OF LOS ANGELES**

**WHEN RECORDED MAIL TO:**

County of Los Angeles  
222 South Hill Street, 3rd Floor  
Los Angeles, CA 90012  
Attention: Christopher M. Montana

Space above this line for Recorders use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX  
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

ASSESSOR'S IDENTIFICATION NUMBER  
3008-030-900; 3008-030-901; 3008-030-902;  
3008-030-903 (Portion); 3008-033-904;  
3008-033-905 (Portion) and 3008-033-906

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO  
SECTION 27383 OF THE GOVERNMENT CODE

## GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF PALMDALE** (hereinafter called "CITY"), does hereby grant to the **COUNTY OF LOS ANGELES COUNTY**, a body politic and corporate, all of the CITY's rights, title and interests to that certain real property in the City of Palmdale, County of Los Angeles, State of California, legally described in Exhibit A and depicted in Exhibit A-1, attached hereto and incorporated herein by this reference.

**SUBJECT TO:**

1. All taxes, penalties and assessments of record, if any.
2. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way, if any.

Dated \_\_\_\_\_

**CITY OF PALMDALE**

By \_\_\_\_\_  
James C. Ledford, Jr., Mayor



## EXHIBIT A

Being all of Block 12 and a portion of Block 13 of the Town and Suburbs of Palmdale, in the City of Palmdale, County of Los Angeles, State of California, as per map recorded in Book 52, Pages 55 and 56 of Miscellaneous Records, in the Office of the County Recorder of said County described in its entirety as follows:

Beginning at the intersection of the Westerly line of said Block 13, with a line that is parallel with and distant Northerly at right angles, 309.50 feet, from the North line of Avenue Q-6, formerly Walnut Street, 80 feet wide, as shown on said map;

Thence North  $89^{\circ}21'59''$  East along said parallel line, a distance of 229.20 feet;

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Thence northerly along said curve, through a central angle of  $28^{\circ}52'29''$  an arc length of 9.07 feet;

Thence non-tangent to last said curve, North  $89^{\circ}55'36''$  East, a distance of 89.92 feet;

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Thence North  $0^{\circ}53'15''$  West along said easterly line, and along the easterly line of said Block 12, a distance of 515.46 feet to the northeasterly corner of said Block 12;

Thence South  $89^{\circ}21'56''$  West along the northerly line thereof, a distance of 441.39 feet to the northwesterly corner of said Block 12;

Thence South  $7^{\circ}29'32''$  East along the westerly line of said Block 12 and the westerly line of said Block 13, a distance of 687.48 feet to the point of beginning.

Containing 5.940 acres, more or less.

Subject to easements, covenants, conditions, and restrictions of record, if any.

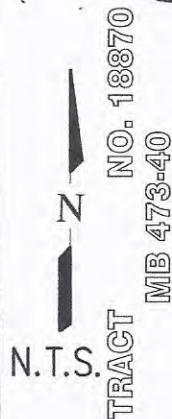
As shown on Exhibit A-1, attached hereto and by this reference made a part hereof.

Prepared by me or under my supervision.

Stefan C. Lanthier 8-7-13  
Stefan C. Lanthier, PLS 7259 date  
Expiration 12-31-2014







JN 180-8



Parcel name: County Area

North: 8452.5557      East : 10626.0588  
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Curve Length: 9.07      Radius: 18.00  
Delta: 28-52-29      Tangent: 4.63  
Chord: 8.98      Course: N 14-23-16 E  
Course In: N 89-57-01 E      Course Out: N 61-10-30 W  
RP North: 8387.3959      East : 10513.4497  
End North: 8396.0743      East : 10497.6800  
Line Course: N 89-55-36 E Length: 89.92  
North: 8396.1894      East : 10587.5999  
Line Course: N 00-53-15 W Length: 17.13  
North: 8413.3174      East : 10587.3346  
Line Course: N 89-21-59 E Length: 36.32  
North: 8413.7190      East : 10623.6523  
Line Course: N 00-53-15 W Length: 38.80  
North: 8452.5143      East : 10623.0514  
Line Course: N 89-06-45 E Length: 3.00  
North: 8452.5608      East : 10626.0510

Perimeter: 2171.15      Area: 258,754 sq.ft. 5.94 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0093      Course: N 56-53-36 W

Error North: 0.00510      East : -0.00782

Precision 1: 233,458.06



**EXHIBIT D**

**COMMON DRIVEWAY EASEMENT**

**RECORDING REQUESTED BY  
COUNTY OF LOS ANGELES**

**WHEN RECORDED MAIL TO:**

County of Los Angeles  
Real Estate Division  
222 South Hill Street, 3rd Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

Space above this line for Recorders use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX  
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

ASSESSOR'S IDENTIFICATION NUMBER  
3008-033-907 (Portion)  
3008-033-906 (Portion)  
3008-033-905 (Portion)

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO  
SECTION 27383 OF THE GOVERNMENT CODE

**COMMON DRIVEWAY EASEMENT**

For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

The **CITY OF PALMDALE** (CITY), does hereby grant and convey to the **COUNTY OF LOS ANGELES** (COUNTY), a body politic and corporate, a perpetual, non-exclusive, Common Driveway Easement for vehicular ingress and egress purposes, and those appurtenances and uses commonly associated therewith, on, over, upon, and across that certain portion of CITY's real property situated in the City of Palmdale, County of Los Angeles, State of California, legally described on Exhibit A and depicted on Exhibit A-1, attached hereto and made a part hereof by this reference (Easement Area).

CITY covenants and agrees, on behalf of itself and its successors in interest that CITY shall be the sole responsible party to maintain and to keep the Easement Area in good order and repair in perpetuity. For all purposes of this Easement, the terms maintain and repair shall mean, without limitation, applying a slurry coat seal to the surface on and around the Easement Area every five (5) years, and all other necessary work required to maintain the Easement Area in a condition that will allow for reasonable and safe vehicular access.

In the event that CITY fails in any material respect to perform its maintenance and repair obligations as stated herein with reasonable diligence, COUNTY shall have the right, if such failure has continued for period of thirty (30) days after written notice thereof to CITY, to enter on and around the Easement Area and perform such maintenance and repair.

All reasonable maintenance expenses incurred by COUNTY in connection with the performance of such maintenance and repair of the Easement Area shall be paid by CITY within thirty (30) days after presentation of a written invoice for such expenses by COUNTY.

COUNTY agrees to defend, indemnify and hold harmless CITY, its officers, agents and employees, from and against any and all actions, demands, claims, liabilities, damages, losses, costs and expenses of every kind, nature and character, including but not limited to reasonable attorneys' and experts' fees, that arise in whole or in part from, or out of or in connection with COUNTY's use of or presence on the Easement Area.

All of the terms, covenants, conditions, and obligations set forth in this Common Driveway Easement shall inure to the benefit of and bind CITY and COUNTY, and their respective representatives, heirs, successors, transferees and assigns, and shall continue as a servitude running in perpetuity with CITY's property.

Dated \_\_\_\_\_

**CITY OF PALMDALE**

By \_\_\_\_\_  
James C. Ledford, Jr., Mayor

Dated \_\_\_\_\_

**COUNTY OF LOS ANGELES**  
a body politic and corporate

By \_\_\_\_\_  
Chairman, Board of Supervisors  
Los Angeles County

## EXHIBIT A

Being a portion of Block 13 of the Town and Suburbs of Palmdale, in the City of Palmdale, County of Los Angeles, State of California, as per map recorded in Book 52, Pages 55 and 56 of Miscellaneous Records, in the Office of the County Recorder of said County described in its entirety as follows:

Commencing at the intersection of the Westerly line of said Block 13, with a line that is parallel with and distant Northerly at right angles, 309.50 feet, from the North line of Avenue Q-6, formerly Walnut Street, 80 feet wide, as shown on said map;

Thence North  $89^{\circ}21'59''$  East along said parallel line, a distance of 59.36 feet to the **True Point of Beginning**;

Thence continuing North  $89^{\circ}21'59''$  East along said parallel line, a distance of 169.84 feet;

Thence South  $0^{\circ}38'07''$  East, a distance of 58.00 feet;

Thence South  $89^{\circ}21'59''$  West, a distance of 165.34 feet;

Thence South  $86^{\circ}47'57''$  West, a distance of 35.08 feet to the beginning of a tangent curve, concave southeasterly and having a radius of 20.00 feet;

Thence southwesterly along said curve, through a central angle of  $94^{\circ}17'29''$  an arc length of 32.91 feet to the westerly line of said Block 13;

Thence North  $7^{\circ}29'32''$  West along said westerly line, a distance of 66.72 feet to a point in a non-tangent curve, concave northerly and having a radius of 20.36 feet, a radial line to said point bears South  $38^{\circ}02'25''$  West;

Thence easterly along said curve through a central angle of  $37^{\circ}43'48''$  an arc length of 13.41 feet;

Thence tangent to last said curve, South  $89^{\circ}41'22''$  East, a distance of 22.77 feet to the beginning of a tangent curve, concave northwesterly and having a radius of 22.00 feet;

Thence northeasterly along said curve, through a central angle of 87°08'03" an arc length of 33.46 feet to the **True Point of Beginning**.

Containing 12,200 square feet, more or less.

Subject to easements, covenants, conditions, and restrictions of record, if any.

As shown on Exhibit A-1, attached hereto and by this reference made a part hereof.

Prepared by me or under my supervision.

Stefan C. Lanthier 8-8-13  
Stefan C. Lanthier, PLS 7259 date  
Expiration 12-31-2014





# EXHIBIT A-1



TOWN & SUBURBS OF PALMDALE

M.R. 52 - 55-56

13

3008-33-904

N.T.S.

- ①  $\Delta=37^{\circ}43'48''$   $R=20.36'$   $L=13.41'$
- ②  $S89^{\circ}41'22''E$  22.77'
- ③  $\Delta=87^{\circ}08'03''$   $R=22.00'$   $L=33.46'$

POINT OF COMMENCEMENT

TPOB  $N89^{\circ}21'59''E$  229.20'

SIERRA HIGHWAY

$N38^{\circ}02'25''E(R)$

$N07^{\circ}29'32''W$

$N86^{\circ}47'57''E$

38.08'

$\Delta=94^{\circ}17'29''$

$R=20.00'$

$L=32.91'$

3008-33-907

3008-33-906

3008-33-905

169.84'

12,200 SQ. FEET,  
MORE OR LESS

$N89^{\circ}21'59''E$  165.34'

$N00^{\circ}38'07''W$

58.00'

309.50'

40'

40'

AVENUE Q-6



Cornerstone Land Surveying Inc.

Civil ■ Surveying ■ Planning

958 Temescal Circle

CORONA, CA 92879

PH 951-736-0200

FAX 951-736-0300

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DRIVEWAY ACCESS EASEMENT

PALMDALE, CALIFORNIA

SHEET 1 OF  
1 SHEET

DATE: 08-19-13

JN 180-8



Parcel name: DW2 access esmt

North: 8224.1663      East : 10330.8551  
Line Course: S 86-47-57 W Length: 35.08  
North: 8222.2076      East : 10295.8298  
Curve Length: 32.91      Radius: 20.00  
Delta: 94-17-29      Tangent: 21.56  
Chord: 29.32      Course: S 39-39-12 W  
Course In: S 03-12-03 E      Course Out: S 82-30-28 W  
RP North: 8202.2388      East : 10296.9465  
End North: 8199.6310      East : 10277.1173  
Line Course: N 07-29-32 W Length: 66.72  
North: 8265.7813      East : 10268.4176  
Curve Length: 13.41      Radius: 20.36  
Delta: 37-43-47      Tangent: 6.96  
Chord: 13.17      Course: S 70-49-29 E  
Course In: N 38-02-25 E      Course Out: S 00-18-38 W  
RP North: 8281.8164      East : 10280.9637  
End North: 8261.4567      East : 10280.8533  
Line Course: S 89-41-22 E Length: 22.77  
North: 8261.3333      East : 10303.6230  
Curve Length: 33.46      Radius: 22.00  
Delta: 87-08-04      Tangent: 20.93  
Chord: 30.32      Course: N 46-44-36 E  
Course In: N 00-18-38 E      Course Out: S 86-49-26 E  
RP North: 8283.3330      East : 10303.7423  
End North: 8282.1141      East : 10325.7085  
Line Course: N 89-21-59 E Length: 169.84  
North: 8283.9922      East : 10495.5381  
Line Course: S 00-38-07 E Length: 58.00  
North: 8225.9958      East : 10496.1812  
Line Course: S 89-21-59 W Length: 165.34  
North: 8224.1674      East : 10330.8513

Perimeter: 597.53 Area: 12,200 sq.ft. 0.28 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0040      Course: N 74-16-30 W

Error North: 0.00108      East : -0.00383

Precision 1: 149,382.50

**EXHIBIT E**

**LANDSCAPE EASEMENT**



**RECORDING REQUESTED BY  
COUNTY OF LOS ANGELES**

**WHEN RECORDED MAIL TO:**

County of Los Angeles  
Real Estate Division  
222 South Hill Street, 3rd Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

Space above this line for Recorders use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX  
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

ASSESSOR'S IDENTIFICATION NUMBER  
3008-033-907 (Portion)

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO  
SECTION 27383 OF THE GOVERNMENT CODE

**LANDSCAPE EASEMENT**

For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

The **CITY OF PALMDALE** (CITY), does hereby grant and convey to the **COUNTY OF LOS ANGELES** (COUNTY), a body politic and corporate, a perpetual, non-exclusive, Landscape Easement to plant, maintain, replace, or remove landscaping and install irrigation-watering systems in, upon, over, under and across that certain portion of CITY's real property situated in the City of Palmdale, County of Los Angeles, State of California, legally described on Exhibit A and depicted on Exhibit A-1, attached hereto and made a part hereof by this reference (Easement Area).

Together with the right to enter upon and to pass and repass over and along the Easement Area to deposit tools, implements and other materials thereon by COUNTY, its officers, agents and employees and by any contractor, his agents and employees engaged by COUNTY, whenever and wherever necessary for the purposes set forth above.

All of the terms, covenants, conditions, and obligations set forth in this Landscape Easement shall inure to the benefit of and bind CITY and COUNTY, and their respective representatives, heirs, successors, transferees and assigns, and shall continue as a servitude running in perpetuity with CITY's property.

Dated \_\_\_\_\_

**CITY OF PALMDALE**

By \_\_\_\_\_  
James C. Ledford, Jr., Mayor

## EXHIBIT A

Being a portion of Block 13 of the Town and Suburbs of Palmdale, in the City of Palmdale, County of Los Angeles, State of California, as per map recorded in Book 52, Pages 55 and 56 of Miscellaneous Records, in the Office of the County Recorder of said County described in its entirety as follows:

Beginning at the intersection of the Westerly line of said Block 13, with a line that is parallel with and distant Northerly at right angles, 309.50 feet, from the North line of Avenue Q-6, formerly Walnut Street, 80 feet wide, as shown on said map;

Thence North  $89^{\circ}21'59''$  East along said parallel line, a distance of 59.36 feet to the a point in a non-tangent curve, concave northwesterly and having a radius of 22.00 feet, a radial line to said point bears South  $86^{\circ}49'26''$  East;

Thence southwesterly along said curve through a central angle of  $87^{\circ}08'03''$  an arc length of 33.46 feet;

Thence tangent to last said curve North  $89^{\circ}41'22''$  West, a distance of 22.77 feet to the beginning of a tangent curve, concave northerly and having a radius of 20.36 feet;

Thence westerly along said curve through a central angle of  $37^{\circ}43'48''$  an arc length of 13.41 feet to the aforesaid westerly line of Block 13;

Thence North  $7^{\circ}29'32''$  West along said westerly line, a distance of 15.81 feet to the point of beginning.

Containing 1,065 square feet, more or less.

Subject to easements, covenants, conditions, and restrictions of record, if any.

As shown on Exhibit A-1, attached hereto and by this reference made a part hereof.

Prepared by me or under my supervision.

Stefan C. Lanthier 8-8-13  
Stefan C. Lanthier, PLS 7259 date  
Expiration 12-31-2014





# EXHIBIT A-1



TOWN & SUBURBS OF PALMDALE

M.R. 52 - 55-56

13

3008-33-904

NTS

- ①  $\Delta=37^{\circ}43'48''$   $R=20.36'$   $L=13.41'$
- ②  $N89^{\circ}41'22''W$   $22.77'$
- ③  $\Delta=87^{\circ}08'03''$   $R=22.00'$   $L=33.46'$

POINT OF BEGINNING

$N89^{\circ}21'59''E$

① 59.36' ② ③

1,065 SQ. FEET,  
MORE OR LESS

$N86^{\circ}49'26''W(R)$

3008-33-907

3008-33-906

3008-33-905

309.50'

40'

40'

AVENUE Q-8



Cornerstone Land Surveying Inc.  
Civil ■ Surveying ■ Planning  
958 Temescal Circle  
CORONA, CA 92879  
PH 951-736-0200 FAX 951-736-0300

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LANDSCAPE EASEMENT

PALMDALE, CALIFORNIA

SHEET 1 OF  
1 SHEET

DATE: 08-19-13

JN 180-8



Parcel name: LS esmt

North: 8261.3323      East : 10303.6307  
Curve Length: 33.46      Radius: 22.00  
Delta: 87-08-04      Tangent: 20.93  
Chord: 30.32      Course: N 46-44-36 E  
Course In: N 00-18-38 E      Course Out: S 86-49-26 E  
RP North: 8283.3320      East : 10303.7499  
End North: 8282.1131      East : 10325.7161  
Line Course: S 89-21-59 W Length: 59.36  
North: 8281.4566      East : 10266.3598  
Line Course: S 07-29-32 E Length: 15.81  
North: 8265.7816      East : 10268.4213  
Curve Length: 13.41      Radius: 20.36  
Delta: 37-43-47      Tangent: 6.96  
Chord: 13.17      Course: S 70-49-29 E  
Course In: N 38-02-25 E      Course Out: S 00-18-38 W  
RP North: 8281.8167      East : 10280.9674  
End North: 8261.4570      East : 10280.8570  
Line Course: S 89-41-22 E Length: 22.77  
North: 8261.3336      East : 10303.6267

Perimeter: 144.81 Area: 1,065 sq.ft. 0.02 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0042      Course: N 72-10-10 W

Error North: 0.00128      East : -0.00397

Precision 1: 34,478.57

**EXHIBIT F**

**ACCESS EASEMENT**

**RECORDING REQUESTED BY  
COUNTY OF LOS ANGELES**

**WHEN RECORDED MAIL TO:**

County of Los Angeles  
Real Estate Division  
222 South Hill Street, 3rd Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

Space above this line for Recorders use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX  
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

ASSESSOR'S IDENTIFICATION NUMBER  
3008-033-901 (Portion)

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO  
SECTION 27383 OF THE GOVERNMENT CODE

**ACCESS EASEMENT**

For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

The **COUNTY OF LOS ANGELES** (COUNTY), a body politic and corporate, does hereby grant and convey to the **CITY OF PALMDALE** (CITY), a perpetual, non-exclusive, Access Easement for pedestrian and vehicular ingress and egress purposes, and those appurtenances and uses commonly associated therewith, on, over, upon, and across that certain portion of COUNTY's real property situated in the City of Palmdale, County of Los Angeles, State of California, legally described on Exhibit A and depicted on Exhibit A-1, attached hereto and made a part hereof by this reference (Easement Area).

The parties acknowledge and agree that CITY shall have no obligation or responsibility for maintaining or repairing the Easement Area.

CITY agrees to defend, indemnify and hold harmless COUNTY, its officers, agents and employees, from and against any and all actions, demands, claims, liabilities, damages, losses, costs and expenses of every kind, nature and character, including but not limited to reasonable attorneys' and experts' fees, that arise in whole or in part from, or out of or in connection with CITY's use of or presence on the Easement Area. This indemnity shall continue so long as this Access Easement is in effect.

The rights granted to CITY herein under this Access Easement may not be assigned or delegated by CITY without the prior written consent of COUNTY. Any attempted assignment or delegation by CITY without the prior written consent of COUNTY shall be void.

Notwithstanding the foregoing, in the event CITY should sell its adjoining real property interest (Dominant Tenement), then this Access Easement shall automatically terminate and be of no further force or effect, and CITY shall promptly execute, acknowledge and deliver such instrument(s) for recordation as COUNTY may request to evidence such termination.

Dated \_\_\_\_\_

**COUNTY OF LOS ANGELES**  
a body politic and corporate

By \_\_\_\_\_  
Chairman, Board of Supervisors  
Los Angeles County

Dated \_\_\_\_\_

**CITY OF PALMDALE**

By \_\_\_\_\_  
James C. Ledford, Jr., Mayor



## EXHIBIT A

Being a portion of Block 13 of the Town and Suburbs of Palmdale, in the City of Palmdale, County of Los Angeles, State of California, as per map recorded in Book 52, Pages 55 and 56 of Miscellaneous Records, in the Office of the County Recorder of said County described in its entirety as follows:

Commencing at the intersection of the Westerly line of said Block 13, with a line that is parallel with and distant Northerly at right angles, 309.50 feet, from the North line of Avenue Q-6, formerly Walnut Street, 80 feet wide, as shown on said map;

Thence North  $89^{\circ}21'59''$  East along said parallel line, a distance of 229.20 feet to the **True Point of Beginning**;

Thence North  $0^{\circ}02'59''$  West, a distance of 103.39 feet to the beginning of a tangent curve, concave easterly and having a radius of 18.00 feet;

Thence northerly along said curve, through a central angle of  $41^{\circ}54'41''$  an arc length of 13.17 feet;

Thence tangent to last said curve, North  $41^{\circ}51'42''$  East, a distance of 17.67 feet to the beginning of a tangent curve, concave southerly and having a radius of 18.00 feet;

Thence easterly along said curve, through a central angle of  $48^{\circ}03'54''$  an arc length of 15.10 feet;

Thence tangent to last said curve, North  $89^{\circ}55'36''$  East, a distance of 98.36 feet;

Thence North  $0^{\circ}53'15''$  West, a distance of 28.00 feet;

Thence South  $89^{\circ}55'36''$  West, a distance of 97.96 feet to the beginning of a curve, concave southerly and having a radius of 46.00 feet;

Thence westerly along said curve, through a central angle of  $48^{\circ}03'54''$  an arc length of 38.59 feet;



Thence tangent to last said curve, South  $41^{\circ}51'42''$  West, a distance of 17.67 feet to the beginning of a curve, concave easterly and having a radius of 46.00 feet;

Thence southerly along said curve, through a central angle of  $41^{\circ}54'41''$  an arc length of 33.65 feet;

Thence tangent to last said curve, South  $0^{\circ}02'59''$  East, a distance of 103.72 feet to the aforesaid parallel line distant Northerly at right angles, 309.50 feet, from the North line of Avenue Q-6;

Thence North  $89^{\circ}21'59''$  East along said parallel line, a distance of 28.00 feet to the True Point of Beginning.

Containing 7551 square feet, more or less.

Subject to easements, covenants, conditions, and restrictions of record, if any.

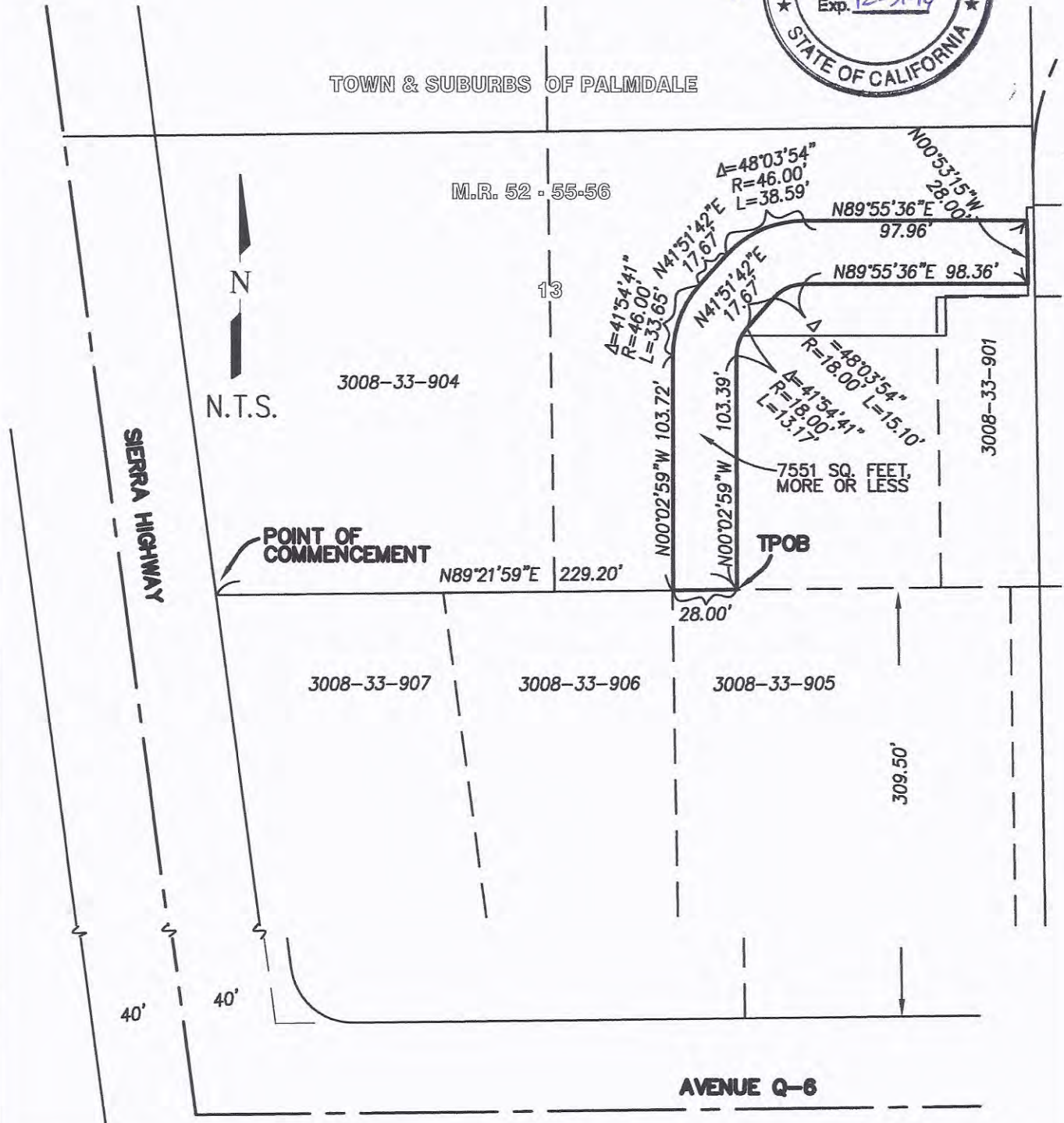
As shown on Exhibit A-1, attached hereto and by this reference made a part hereof.

Prepared by me or under my supervision.

Stefan C. Lanthier 8-7-13  
Stefan C. Lanthier, PLS 7259 date  
Expiration 12-31-2014



# EXHIBIT A-1



Cornerstone Land Surveying Inc.  
Civil ■ Surveying ■ Planning  
958 Temescal Circle  
CORONA, CA 92879  
PH 951-736-0200 FAX 951-736-0300

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DRIVEWAY ACCESS EASEMENT

PALMDALE, CALIFORNIA

SHEET 1 OF  
1 SHEET

DATE: 08-19-13

JN 180-8



Parcel name: DW1 access esmt



North: 8283.6812      East : 10467.5423  
Line Course: N 00-02-59 W Length: 103.72  
North: 8387.4011      East : 10467.4523  
Curve Length: 33.65      Radius: 46.00  
Delta: 41-54-41      Tangent: 17.62  
Chord: 32.90      Course: N 20-54-21 E  
Course In: N 89-57-01 E      Course Out: N 48-08-18 W  
RP North: 8387.4411      East : 10513.4522  
End North: 8418.1384      East : 10479.1934  
Line Course: N 41-51-42 E Length: 17.67  
North: 8431.2983      East : 10490.9852  
Curve Length: 38.59      Radius: 46.00  
Delta: 48-03-54      Tangent: 20.51  
Chord: 37.47      Course: N 65-53-39 E  
Course In: S 48-08-18 E      Course Out: N 00-04-24 W  
RP North: 8400.6009      East : 10525.2440  
End North: 8446.6009      East : 10525.1852  
Line Course: N 89-55-36 E Length: 97.96  
North: 8446.7263      East : 10623.1451  
Line Course: S 00-53-15 E Length: 28.00  
North: 8418.7296      East : 10623.5788  
Line Course: S 89-55-36 W Length: 98.36  
North: 8418.6037      East : 10525.2189  
Curve Length: 15.10      Radius: 18.00  
Delta: 48-03-54      Tangent: 8.03  
Chord: 14.66      Course: S 65-53-39 W  
Course In: S 00-04-24 E      Course Out: N 48-08-18 W  
RP North: 8400.6038      East : 10525.2419  
End North: 8412.6158      East : 10511.8363  
Line Course: S 41-51-42 W Length: 17.67  
North: 8399.4559      East : 10500.0445  
Curve Length: 13.17      Radius: 18.00  
Delta: 41-54-41      Tangent: 6.89  
Chord: 12.88      Course: S 20-54-21 W  
Course In: S 48-08-18 E      Course Out: S 89-57-01 W  
RP North: 8387.4439      East : 10513.4501  
End North: 8387.4283      East : 10495.4501  
Line Course: S 00-02-59 E Length: 103.43  
North: 8283.9983      East : 10495.5399  
Line Course: S 89-21-59 W Length: 28.00  
North: 8283.6887      East : 10467.5416

Perimeter: 595.33 Area: 7,551 sq.ft. 0.17 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0075      Course: N 05-15-59 W

Error North: 0.00749      East : -0.00069

Precision 1: 79,376.00

**ATTACHMENT E**

**DEPARTMENT OF PUBLIC WORKS:  
EAST ANTELOPE VALLEY ANIMAL CARE CENTER PROJECT  
ADOPT MITIGATED NEGATIVE DECLARATION AND  
MITIGATION MONITORING AND REPORTING PROGRAM  
APPROVE PROJECT AND BUDGET  
AWARD DESIGN-BUILD CONTRACT  
AUTHORIZE LOCAL WORKER HIRING PROGRAM  
APPROVE AND ORDER PUBLICATION OF NOTICE OF INTENTION TO  
PURCHASE REAL PROPERTY AND APPROVE RELATED ACTIONS  
SPECS. 7003; CAPITAL PROJECT NO. 69570**

**DESIGN-BUILD PROPOSAL SUMMARY AND RANKING**

<b>Proposer</b>	<b>Best Value Score (Maximum. Score = 1,000 points)</b>	<b>Base Price Proposal</b>
KPRS Construction Services, Inc.	742	\$14,874,000
Sinanian Development, Inc.	736	\$15,704,000
Mallcraft, Inc.	671	\$21,730,000